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CHANDIGARH ADMINISTRATION
ENGINEERING DEPARTMENT

Notification

The 11th June, 2026

NO.P-1/2026/ENGG.DEPTT/RR GROUP-C/01.In exercise of power conferred by the proviso to Article 309 of the Constitution of India, read with the Government of India, Ministry of Home Affairs, New Delhi Gazette Notification No. S.O. No. 3267, dated 1st November, 1966 and in supersession of the "Engineering Department (Group 'C') posts of Field Staff of Civil, Road, Horticulture, Mechanical and Research Laboratory under Superintending Engineer, Construction Circle-I/II and OSD (P&D), Chandigarh Cadre Recruitment Rules, 2004 notified vide notification bearing No.22 Dated 02.07.2004 as amended from time to time in respect of filed staff for the post of Surveyor of Construction Circle-I, Engineering Department, Union Territory, Chandigarh, except as respects things done or omitted to be done before such supersession, the Administrator, Union Territory, Chandigarh is pleased to make the following rules, regulating the method of recruitment to the Group 'C' posts of field staff of Civil under Superintending Engineer Construction Circle-I of the post of Surveyor (Group-C) (Non-Gazetted) / (Non-Ministerial) in the Engineering Department, UT, Chandigarh namely:

1. (i) **Short title and Commencement**: These rules shall be called the "Chandigarh Administration, Engineering Department (Group C) (Non Gazetted)(Non Ministerial) SURVEYOR, Recruitment Rules, 2026

(ii) They shall come into force on the date of their publication in Chandigarh Administration Gazette.

2. **Application**: These rules shall apply to the posts specified in Column No. 1 of the Schedule annexed to these rules.

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3. **Number of Posts, Classification and Scales of pay** : The number of the posts their classification and the scale of pay shall be specified in columns 2 to 4 of the said Schedule.

4. **Method of recruitment, age limit and qualification, etc**. : The method of recruitment to the said posts, age limit, qualifications and other matters

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connected therewith shall be as specified in column 5 to 13 of the said Schedule.

5 **Disqualification** : No Person;

(a) who has entered into or contracted a marriage with a person having a spouse living.

OR

(b) who having a spouse living, has entered into, or contracted a marriage with any person; shall be eligible for the appointment to the said posts:

Provided that the Administrator, Union Territory of Chandigarh may, if satisfied that such marriage is permissible under the personal Law applicable to such person and other party to the marriage and there are other grounds for so doing, exempt, any person from the operation of this Rule.

6. **Power to relax**: Where the Administrator, Union Territory, Chandigarh is of the opinion that it is necessary or expedient so to do, he may, by order, for reasons to be recorded in writing, relax any of the provisions of these rules in respect of any class or category of persons.

7. **Savings**: Nothing in these rules shall effect reservations, relaxation of age limit and other concessions required to be provided for Scheduled Castes, Other Backward Classes, Ex-Servicemen and other Special Categories of person in accordance with the orders issued by the Government of India, from time to time in this regard.

(BY ORDER AND ON BEHALF OF THE
ADMINISTRATOR, UT, CHANDIGARH)

(Sd.) . . .,

(PRERNA PURI), IAS
SECRETARY (ENGINEERING)
ENGINEERING DEPARTMENT
CHANDIGARH ADMINISTRATION

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ANNEXURE-I

RECRUITMENT RULES OF THE POST OF SURVEYOR (GROUP-C) IN THE OFFICE OF SUPERINTENDING ENGINEER, CONSTRUCTION CIRCLE-I, CHANDIGARH.

SCHEDULE

SR. NO.	COLUMN NAME	COLUMN DESCRIPTION
1	Name of the Post	SURVEYOR
2	No. of Post	07* (2026) * Subject to variation depending on work load
3	Classification	General Central Service, Group C, Non-Gazetted/ Non-Ministerial
4	Pay Band and Grade Pay/Pay Scale	Level 4 (Rs. 25500 - 81100) as per the pay matrix of 7th CPC
5	Whether selection post or non selection post	NA
6	Age limit for direct recruits	Between 18 to 25 years (Relaxable for Departmental candidates up to 40 years in accordance with instructions or orders issued by Central Government from time to time.) Note- The crucial date for determining the age limit shall be as advertised by the competent authority/the closing date for receipt of applications from candidates in India and not closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh, Lahaul & Spiti district and Pangi Sub Division of Chamba District of Himachal Pradesh, Andaman & Nicobar Islands and Lakshadweep.
7	Educational and other qualifications required for Direct recruits	(i)10+2 from a recognized Board/University (ii) 2 years ITI Trade of surveyor from any Government recognised Institute Note 1: The direct recruits have to submit the certificate of Training in Information and Communications Technology (ICT) Skills as per instructions issued by Chandigarh Administration from time to time. Note 2: The qualifications are relaxable at the discretion of the competent authority, for reasons to be recorded in writing, in the case of candidates otherwise well qualified.
8	Whether age and educational qualifications prescribed for direct recruits will apply in the case of promotees	Not applicable

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9	Period of probation, if any	Two years for Direct Recruits (Successful completion of mandatory Induction Training of at least two weeks duration shall be pre-requisite for completion of probation for direct recruits)
10	Method of Recruitment whether by direct recruitment or by promotion or by deputation/ absorption and percentage of the vacancies to be filled by various methods	Deputation including Short Term Contract failing which by direct recruitment
11	In case of recruitment by promotion/ deputation/ absorption, grades from which promotion/ deputation/absorption to be made	**Deputation** (Including Short Term Contract) Officers of the Central Government / State Governments / Union Territories of India / Public Sector Undertakings/ Semi Government/ Autonomous Bodies / Statutory Organizations / Universities/ Research Institutes: (a) Holding analogous posts on regular basis and carrying the same or identical scale of pay in the parent cadre/ department; and (b) Possessing the qualifications as mentioned in Sr. No.7 for Direct Recruits. **NOTE – I :** The period of deputation (including Short Term Contract) including the period of deputation in another ex-cadre post held immediately preceding this appointment in the same or some other organization / department of the Central Government / State Government / UT Administration/ Public Sector Undertakings / Semi Government/ Autonomous Bodies / Statutory Organizations / Universities/ Research Institute shall ordinarily be as per the Instructions/guidelines issued by the Government from time to time. **NOTE - 2:** The maximum age limit for appointment by deputation shall be not exceeding 56 years as on the closing date of receipt of application.

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12	If a Departmental Promotion Committee exists, what is its composition	**Departmental Confirmation Committee** (DCC) 1. Chief Engineer, Union Territory of Chandigarh - **Chairman** 2. Superintending Engineer (Concerned) - **Member** 3. Representative of Department of Personnel, UT Chandigarh - **Member** 4.Representative of Director Social Welfare, UT Chandigarh - **Member** 5. Representative of Regional Employment Officer, UT, Chandigarh - **Member**
13	Circumstances in which Union Public Service Commission to be consulted in making Recruitment	Not Applicable

(BY ORDER AND ON BEHALF OF THE
ADMINISTRATOR, UT, CHANDIGARH)

(Sd.) . . .,

(PRERNA PURI), IAS
SECRETARY (ENGINEERING)
ENGINEERING DEPARTMENT
CHANDIGARH ADMINISTRATION

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CHANDIGARH ADMINISTRATION
EDUCATION DEPARTMENT

Notification

The 29th May, 2026

No. DHE-UT-Ad-II/2026/1972.—Whereas the Chandigarh Administration has examined the recommendations pertaining to minimum land requirements, endowment fund requirements and infrastructure/equipment requirements for establishment and operation of Private Universities/Higher Educational Institutions;

And whereas it has been observed that Chandigarh Administration does not have a separate Private Universities Act or any specific statutory rules prescribing separate minimum land, infrastructure, equipment or endowment fund requirements for establishment of Private Universities in the Union Territory of Chandigarh;

And whereas the Higher and Technical Educational Institutions functioning in Chandigarh are regulated in accordance with the norms, standards and regulations issued by the University Grants Commission (UGC), All India Council for Technical Education (AICTE) and other competent statutory/regulatory authorities from time to time;

Now, therefore, for the purposes of clarification and streamlining of regulatory requirements concerning establishment and functioning of Private Universities/Higher Educational Institutions in U.T. Chandigarh it is hereby notified that :-

1. Chandigarh Administration shall not prescribe any additional minimum land requirement for establishment of Private Universities/Higher Educational Institutions beyond the norms prescribed by the competent statutory and regulatory authorities;

2. No separate or additional endowment fund requirement shall be imposed by Chandigarh Administration other than those prescribed under applicable UGC/AICTE or other statutory regulations;

3. No separate restrictive infrastructure or equipment norms shall be prescribed by Chandigarh Administration in addition to the standards already laid down by the concerned regulatory / statutory authorities;

4. All institutions shall continue to comply with:

* UGC/AICTE regulations and guidelines;
* applicable affiliating university norms;
* building bye-laws;
* fire and safety regulations;
* environmental regulations; and
* all other statutory requirements applicable in the Union Territory of Chandigarh.

By order and in the name of the Administrator,
Union Territory, Chandigarh

(Sd.) . . .,

PRERNA PURI, IAS
Education Secretary,
Chandigarh Administration.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th May, 2026

No. 652384-HII(2)-2026/5332.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **83/2023 dated 15.04.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

JAYANTI DEVI W/O SH. SURINDER BHARTI, R/O SUNDER COLONY, BHANKARPUR,TEHSIL DERA BASSI, DISTT. S.A.S. NAGAR MOHALI PUNJAB. (WORKMAN)

AND

1. M/S MODERN PACKAGES, PLOT NO. 3136, INDUSTRIAL AREA, PHASE - II, RAMDARBAR, CHANDIGARH - 160002 THROUGH ITS PROPRIETOR / CEO / AUTHORISED SIGNATORY.

2. UPENDER SINGH, PROPRIETOR / CEO / AUTHORISED SIGNATORY, M/S MODERN PACKAGES, PLOT NO. 3136, INDUSTRIAL AREA, PHASE - II, RAMDARBAR, CHANDIGARH - 160002. (MANAGEMENT)

AWARD

1. Jayanti Devi, workman has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. The workman filed the claim statement submitting that she was working as Labour with management No.1 through management No.2 since the year 2011 and presently she was drawing monthly salary of ` 6,500/- in cash. There was no complaint regarding her work & conduct from any quarter whatsoever as she was performing her duties most diligently and honestly to the satisfaction of her superiors. She was issued ESI card on 11.07.2014 by management No.2. She stated that from the month of March, 2021 to May, 2021, the management No.2 had not paid monthly salary of ` 6,500/-per month as well as over time to her and the management has intentionally taken her signatures on blank papers with the assurance that the management would be paying salary to her but did not pay anything to her. The management had turned out the workman from the month of May, 2021 and did not pay her salary and gratuity for which she was entitled to, as per law. She sent a legal notice dated 07.05.2021 through her counsel through registered post at correct address and the same was never received by her. The workman was entitled for compensation from the management. She has no source of income and she is without any job. She also approached the Assistant Labour Commissioner, Chandigarh by filing demand notice but the management did not agree to pay her. The management illegally withheld her rights. It is prayed that she may be reinstated with full back wages and continuity of service and consequential benefits & compensation as per law. Hence, the claim statement.

3. The management contested the claim of the workman and filed written reply taking preliminary objections *inter alia* that the claim statement was not maintainable; the workman had not approached the Court with clean hands. It is stated that the workman joined the management on 11th July, 2014 and not in the year 2011. She was never terminated from service. She was residing in Chandigarh on rent and in

November, 2017 she shifted in her own house situated at Bhankarpur, Dera Bassi. She continued to attend her duties in the establishment of the management at Chandigarh up to December, 2018, however, due to long distance from Bhankarpur to Chandigarh, she stopped coming to attend her duties and requested the management to give her appointment at Dera Bassi. The management conceded her request and gave her fresh appointment in a Private Limited Company at DeraBassiwhereas managementis a Proprietorship firm. She never reported for duty at Dera Bass it hough she was asked telephonically to attend her duties at Dera Bassi. She never joined her duty. She was never terminated by management. Since she had worked with the management up to December, 2017, therefore, the question of making payment of salary from March, 2021 to May, 2021 to her does not arise. A prayer was made for dismissal of the claim statement.

4. The workman filed replication to the written reply filed by management No.1 & 2 wherein she reiterated the contents of the claim statement and denied the averments made by the management in the written reply.

5. From the pleadings of the parties, following issues were framed vide order dated 01.08.2024 :-

1. Whether the termination of the services of the workman is illegal ? if so, to what effect and what relief she is entitled to ? OPW
2. Whether the workman has not approached the Court with clean hands and concealed the material facts ? OPM
3. Whether the claim statement is not maintainable ? OPM
4. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman herself appeared as AW1 and tendered in evidence her affidavit Exhibit 'AW1/A'. She also tendered into evidence documents :-

Photocopy of ESI card bearing No.1713241535	**Exhibit 'A1'**
Photocopy of legal notice dated 07.05.2021 got issued by the workman to M/s Modern Packagers & Another, through Advocate Shri Rajender Singh Ranawat	**Exhibit 'A2'**
Photocopies of postal receipts dated 08.05.2021	**Exhibit 'A3' & Exhibit 'A4'**
Photocopy of demand notice under Section 2A of the Industrial Disputes Act raised by the workman against M/s Modern Packagers & Others	**Exhibit 'A5'**
Photocopy of reply to the demand notice dated 07.05.2021 filed by the management before the Assistant Labour Commissioner-cum- Conciliation Officer, Chandigarh	**Exhibit 'A6'**
Photocopy of Memo No.681 dated 24.03.2022 issued by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh to the workman	**Exhibit 'A7'**

Thereafter, she closed her evidence in affirmative.

8. In evidence of the management, Upender Singh - Proprietor appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A' along with copy of Form GST Reg-06 of RNK Packaging Private Limited **(Exhibit 'M1').** Thereafter, an application was moved by the management for seeking permission to

substitute the witness, which was allowed by the Court. Thereafter, Rajdeep Singh S/o Shri Upender Singh - Proprietor, M/s Modern Packages appeared as MW2 and he also tendered in evidence copy of GST registration certificate of M/s RNK Packaging Private Limited, already tendered by MW1 as Exhibit 'M1'.Thereafter, Learned Representative for management No.1 & 2 closed the evidence on behalf of management No.1 & 2.

9. No evidence in rebuttal was led by the workman.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1 to 3

11. All these issues are taken up together being interlinked and in order to avoid repetition. The workman was required to prove issue No.1 and management was required to prove issue No. 2 & 3.

12. Learned Representative for the workman submitted that the workman has rendered her services to the management for about ten years and her services were terminated without any rhyme & reason. She is entitled to reinstatement with continuity of service and full back wages. However, Learned Representative for the management submitted that the workman had rendered her services to the management No. 1 & 2 till December, 2017 and thereafter she requested to give her appointment at Dera Bassi. He submitted that she was given fresh appointment in Private Limited firm at Dera Bassi but she did not join the duty there and as such, she was not entitled to any relief from management No.1 & 2.

13. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

14. The workman while appearing as AW1 vide her affidavit Exhibit 'AW1/A' deposed in consonance with the facts detailed in the claim statement. She deposed that she joined as Labour with the management No.1 through management No.2 since the year 2011 and she was drawing monthly salary of ` 6,500/- which was paid to her in cash. She was issued ESI card on 11.07.2014. She was not paid the salary by respondent for the month March, 2021 till May, 2021. Management No.1 turned her out of service in the month of May, 2021. She also sent a legal notice dated 07.05.2021 to the management but all in vain. She approached the Assistant Labour Commissioner-cum-Conciliation Officer. The conciliation proceedings took place and thereafter she approached this Forum seeking reinstatement with full backages, interest as well as compensation as per law.

15. On the other hand, MW2 deposed that he is the son of Shri Upender Singh - Proprietor of management No.1. He deposed that statement of claim was not maintainable and it was an abuse of process of law. Further, the workman during her cross-examination has stated that she had worked at Dera Bassi and the said Company at DeraBassiis a different Company owned by Board of Directors having different legal entity. She never worked with the management after December, 2017. Therefore, the management is under no obligation to pay her salary from March, 2021 to May, 2021. Further, she was not entitled for compensation as she had not worked for five years with the management.

16. It transpires from the record that the workman in her pleadings as well as in her affidavit Exhibit 'AW1/A' has stated that she joined the management as Labour in the year 2011 with a monthly salary of ` 6,500/- and thereafter, on 11.07.2014 she was issued the ESI card by management No.2. The management has denied the fact that she had joined in the year 2011. It is submitted that she had joined with the management on 11.07.2014. The workman during her cross-examination stated that she was not in possession of any document showing her joining with the management in the year 2011. MW2 Rajdeep during his cross-examination categorically stated that the workman had joined the management in the year

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2014. It is the case of the workman herself that she was issued ESI card bearing insurance No.1713241535 on 11.07.2014. No evidence has been led by the workman to establish that she had joined the management in the year 2011, as such, as per material available on record, the workman joined the management on 11.07.2014.

17. The workman had stated that she had not been paid salary w.e.f. March, 2021 to May, 2021 @ ` 6,500/- per month and the management used to take her signatures on the blank paper. She deposed that she was turned out by the management in the month of May, 2021 and she was unemployed since then. However, it is the contention of the management that she had worked with the management till December, 2017 and in the month of November, 2017 the workman shifted in her own house situated at Bhankarpur, Dera Bassi and on account of long distance from the Bhankarpur to Chandigarh she stopped coming to attend her duties in January, 2018 and thereafter requested the management to give her appointment in Dera Bassi and fresh appointment was given to her at Dera Bassi at her own request. AW1 during her cross-examination admitted that before shifting to Bhankarpur she was residing at Chandigarh at Village Hallomajra and she worked for a period of 1 or 1½ years at Dera Bassi firm of the management. She stated that the management establishment ownedone another factory situated at Dera Bassi. MW2 Rajdeep during his oral deposition stated that the management and M/s RNK Packaging Private Limited are two different firms and they do not transfer employees between the said two establishments. MW2 Rajdeep Singh has brought on record copy of GST registration certificate of M/s RNK Packaging Private Limited (Exhibit 'M1') which mentions the constitution of business as 'Private Limited Company' situated at Dera Bassi, SAS Nagar Mohali, Punjab. The said GST certificate of RNK Packaging Private Limited clearly shows that the same is a Private Limited Company. Management No.1 - M/s Modern Packages has been shown by the workman to be a 'Proprietorship firm' and hence M/s RNK Packaging Private Limited and Modern Packages are two distinct legal entities. The workman has not led any evidence to prove that she had worked with management No.1 & 2 at Chandigarh in the year 2021 rather it is an admission on her part that she had worked at Dera Bassi for a period of more than one year. She herself admitted that she has not impleaded Dera Bassi firm and management in the present case. There is no evidence on record led by the workman to show that she had worked with the management in the year 2021 and her services were terminated by management No.1. Further, she has herself admitted during her cross-examination that she had shifted from Chandigarh to Bhankarpur at DeraBassi and she worked at Dera Bassi. The claim statement is silent qua the fact that she had worked at Dera Bassi after her shifting from Bhankarpur to Dera Bassi and hence, the workman has suppressed the material facts from the Court. Accordingly, issue No.1 stands decided against the workman and in favour of the management and issue No.2 & 3 stands determined in favour of the management and against the workman.

Relief

18. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : April 15, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 18th May, 2026

No. 649025-HII(2)-2026/5037.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **18/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HARISH KUMAR S/O SH RAJA RAM, R/O HOUSE NO. 2700/1, SECTOR 49-C, CHANDIGARH. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.

2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE :-

   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.

   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.

   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Sweeperin the year 2000 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum

wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').* It is stated that since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 14.12.2016 and the management No.2 was proceeded against ex-parte vide order dated 14.12.2016.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking

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preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon?ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Sweeper in the year 2000 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the

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workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M15'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman's relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta

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does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 2000 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Sweeper at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M14' & 'M15'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M14') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
>
> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to*

abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.

32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.

33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ……."

Similar terms & conditions find mention in the agreement Exhibit 'M15'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

"…… ……It is correct that in the present case the facts are, I was appointed/engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 2000 as Sweeper and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is

correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2. Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 18th May, 2026

No. 649029-HII(2)-2026/5041.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **16/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SURAT SINGH R/O HOUSE NO. 630-C, DASHMESH NAGAR, DISTRICT SAS NAGAR, PUNJAB. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.

2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE :-

   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.

   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.

   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Salesman by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,500/- per month after deduction of PF

and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').* It is stated that since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 16.08.2017and the management No.2 was proceeded against ex-parte vide order dated 16.08.2017.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

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10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman did not appear in the witness box for his cross-examination by management No.2 despite repeated opportunities including last opportunity as well as imposition of cost and, therefore, the evidence of the workman was closed by order on 18.02.2026.

14. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.The Learned Representative for management No.2 suffered a statement that since the workman has not led any evidence in this case, therefore, he does not want to produce any evidence on behalf of management No.2 and closed the same.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 27.08.2019 stated that he was engaged as Salesman in the year 1987 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has

violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

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19. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 1987 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

20. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

21. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

22. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief on 27.08.2019 stated that he was engaged by management No.1 as Salesman at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination conducted on 30.09.2019, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/-per month.

23. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M13' & 'M14'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by

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him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M13') also contains the rights / obligations of Red Cross Society, which read as under:-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
>
> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*
>
> *32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.*
>
> *33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ……."*

Similar terms & conditions find mention in the agreement Exhibit 'M14'.

24. The workman did not appear for his cross-examination by management No.2 and therefore, his veracity has not been put to test by management No.2.

25. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

26. The workman did not dare to step into the witness box to prove that he is entitled for any claim against management No.2. Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

27. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 18th May, 2026

No. 649032-HII(2)-2026/5043.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **14/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PURAN CHAND S/O SH. GIAN CHAND, R/O HOUSE NO. 290, KHUDA LAHORA, U.T. CHANDIGARH. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.

2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE :-

   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.

   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.

   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Salesman in the year 1991 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the

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workman and at the time of termination of service, the management was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').* It is stated that since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 16.08.2017 and the management No.2 was proceeded against ex-parte.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late

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Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Salesman in the year 1991 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously

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worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M14'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman's relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 1991 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no

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relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Salesman at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M13' & 'M14'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the trialment. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Matrial shall be sole responsible to arrange the required persons to assist in trialng / managing of the canteen and the Manager shall be responsible for payment of wages and other btrialts to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M13') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
>
> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*
>
> *32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.*
>
> *33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ……."*

Similar terms & conditions find mention in the agreement Exhibit 'M14'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further

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stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

> *".....It is correct that in the present case the facts are, I was appointed/engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 1991 as Salesman and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."*

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with

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management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2.

Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANDIGARH ADMINISTRATION
CHANDIGARH ADMINISTRATION SECRETARIAT

Notification

The 27th May, 2026

No. 24/1/14-IH(5)-2026/4528.—In exercise of the powers conferred by the proviso to Article 309 of the Constitution of India read with the Government of India, Ministry of Home Affairs, Notification S.O. No. 3267, dated 1st November, 1966, and in supersession of "The Chandigarh Administration Secretariat (Group-'C') Recruitment Rules, 2015" notified vide notification No. 24/1/13-IH(5)-2015/17825, dated 25.08.2015 in respect of the posts of Gate Keeper and Head Gate Keeper only, except as respects things done or omitted to be done before such supersession, the Administrator, Union Territory, Chandigarh is pleased to make the following rules, regulating the method of recruitment to Group 'C' posts i.e **Gate Keeper and Head Gate Keeper** in the Chandigarh Administration Secretariat, namely:-

1. **Short title and commencement:- (i)** These rules may be called the Chandigarh Administration Secretariat (Group-C posts i.e. Gate Keeper and Head Gate Keeper) Recruitment Rules, 2026.

   (ii) They shall come into force on the date of their publication in the Official Gazette.

2. **Application:**
   These rules shall apply to the posts specified in column No. 1 of the Schedule annexed to these rules.

3. **Number of posts, classification and scale of pay:-**
   The number of posts, their classification and the scales of pay shall be as specified in columns 2 to 4 of the said Schedule.

4. **Method of recruitment, age limit and qualification, etc:-**
   The method of recruitment to the said posts, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the said Schedule.

5. **Disqualification: No person:**
   (a) who has entered into or contracted a marriage with a person having a spouse living; OR

   (b) who, having a spouse living, has entered into or contracted a marriage, with any person, shall be eligible for the appointment to the said posts:

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Provided that the Administrator, Union Territory of Chandigarh may, if satisfied that such marriage is permissible under the personal Law applicable to such person and other party to the marriage and there are other grounds for so doing, exempt, any person from the operation of this rule.

6. Power to relax:-

Where the Administrator, Union Territory, Chandigarh is of the opinion that it is necessary or expedient so to do, he may, by order, for reasons to be recorded in writing, relax any of the provisions of these rules in respect of any class or category of persons.

7. Savings:-

Nothing in these rules shall affect reservations, relaxation of age limit and other concessions required to be provided for Scheduled Castes, Scheduled Tribes, Other Backward Classes, Ex-Servicemen and other special categories of persons in accordance with the orders issued by Central Government from time to time in this regard.

(Sd.) . . .,

Secretary Establishment
Chandigarh Administration

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ANNEXURE -I

Recruitment Rules for the post of Head Gate Keeper

Organization: Chandigarh Administration Secretariat

1.	Name of the Post	**Head Gate Keeper**
2.	No. of Post	1* (2026) *Subject to variation dependent on workload
3.	Classification	General Central Service, Group-C, Non-Gazetted/ Non-Ministerial
4.	Pay Band and Grade Pay/Pay Scale	Level-4 (₹25500-81100) as per the Pay Matrix of 7th CPC
5.	Whether selection post or non selection post	Non Selection
6.	Age Limit for direct recruits	Not Applicable
7.	Educational and other qualifications required for Direct recruits	Not Applicable
8.	Whether age and educational qualifications prescribed for direct recruits will apply in the case of promotees	Not Applicable
9.	Period of probation, if any	Not Applicable
10.	Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and percentage of the vacancies to be filled by various methods.	100% by promotion failing which by deputation
11.	In case of recruitment by promotion/ deputation/ absorption, grades from which promotion/ deputation/ absorption to be made	**Promotion:** From amongst the Gate keeper in the Level-2 as per 7th CPC having 8 years regular service in the cadre after appointment thereto. **Note1:** The Promotion is subject to having successfully completed ICT Skills Training Course of duration of time 80 hours as per instructions issued by the Chandigarh Administration vide letter dated 25.11.2019 and further amended from time to time. **Note2:** Existing Gatekeepers on the date of notification of these RRs shall continue to be eligible for promotion with 3 years' regular service as per previous Recruitment Rules notified vide notification bearing No.24/1/13-IH(9)-2015/17825 dated 25.08.2015. **Deputation:** Officials of Central Government / State Governments/ UT Administrations: a) (i) Holding analogous post on regular basis in the parent cadre/ department; **or** (ii) With 8 years' service rendered after appointment to the post of Gate Keeper on a regular basis in the Level-2 as per 7th CPC in the parent cadre or department; **and** b) Possessing educational qualification of 10+2 from a recognized Board/ Institute.

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		Note: The period of deputation including the period of deputation in another ex-cadre post held immediately preceding this appointment in the same or some other organization/department of the Central Government/ State Government/UT Administration shall be as per the instructions/guidelines issued by the Government from time to time . The maximum age limit for appointment by deputation shall be not exceeding fifty six years as on the closing date of receipt of application.
12.	If a Departmental Promotion committee exists what is its composition	Departmental Promotion Committee (DPC) for Promotion i) Additional/ Special/ Joint Secretary Establishment (Head of Department)- Chairman ii) Representative of Social Welfare- Member iii) Representative of Personnel Department-Member iv) Representative of Regional Employment Officer-Member
13.	Circumstances in which Union Public Service Commission to be consulted in making recruitment	Not Applicable

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ANNEXURE -I

Recruitment Rules for the post of Gate Keeper

Organization: Chandigarh Administration Secretariat

1	Name of the Post	**Gate Keeper**
2	No. of Post	2* (2026) *Subject to variation dependent on work-load
3	Classification	General Central Service, Group-C, Non-Gazetted/ Non-Ministerial
4	Pay Band and Grade Pay/ Pay Scale	Level 2 (₹19900-63200) in the pay matrix of 7th CPC
5	Whether selection post or non selection post	Non Selection
6	Age limit for direct recruits	Not Applicable
7	Educational and other qualifications required for Direct recruits	Not Applicable
8	Whether age and educational qualifications prescribed for direct recruits will apply in the case of promotees	Not Applicable
9	Period of probation, if any	Not Applicable
10	Method of Recruitment whether by direct recruitment or by promotion or by deputation/ absorption and percentage of the vacancies to be filled by various methods.	100% by promotion
11	In case of recruitment by promotion/ deputation/ absorption, grades from which promotion/ deputation/ absorption to be made	**Promotion:** From amongst the Group-C (MTS) employees in the Level-1 as per 7th CPC, of the Chandigarh Administration having 3 years regular service in the cadre after appointment thereto. **Note:** The promotion is subject to having successfully completed ICT Skills Training Course of duration of time 80 hours as per instructions issued by the Chandigarh Administration vide letter dated 25.11.2019 and further amended from time to time.
12	If a Departmental Promotion Committee exists, what is its composition	Departmental Promotion Committee (DPC) for Promotion i) Additional/ Special/ Joint Secretary Establishment (Head of Department) - Chairman ii) Representative of Social Welfare - Member iii) Representative of Personnel Department - Member iv) Representative of Regional Employment Officer - Member
13	Circumstances in which UPSC is to be consulted in making recruitment rules	Not Applicable

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CHANGE OF NAME

I, Inderpreet Kaur R/o # 135, Sector 18-A, Chandigarh-160018, have changed my minor daughter's name from Serene Panwar to Serene. Concerned note.

[1696-1]

I, Inderpreet Kaur R/o # 135, Sector 18-A, Chandigarh-160018, have changed my minor daughter's name from Aditi Panwar to Aditi. Concerned note.

[1697-1]

I, Manoj Chaudhary S/o Sundar Lal Chaudhary R/o # 34/1, Faidan Nizampur Chandigarh, have changed my minor son's name from Prem Chudhary to Prem Chaudhary.

[1698-1]

I, Rakesh Kumar S/o Late Ram Awadh, House No. 355, Sector 40-A, Chandigarh, have changed my minor daughter name from Baby two of Neha Mahajan to Myra Pandit.

[1699-1]

I, Sanjay Kumar S/o Khem Chand R/o # 1380, Near gurudwara Faidan Nizampur Chandigarh, have changed my name to Sanjay.

[1700-1]

I, Sanjeev Kumar S/o Bhola Parsad, House No. 2557, Sector 39-C, Chandigarh, have changed my minor son name from Somya Laheri to Soham Kumar.

[1701-1]

I, Baljinder Singh Mann S/o Ramesh Kumar Mann, House No. 3140/2, Sector 41-D, Chandigarh, have changed my minor son name from Baby of Navneet Kaur to Prabhtaaz Singh Mann.

[1702-1]

I, Mohan Lal S/o Sukhai Parshad, House No. 1044, Sector 52-B, Bijli Board Colony, Chandigarh, have changed my minor daughter naem from Gudiya to Sandhya.

[1703-1]

I, Kehar Singh Hissowal S/o Assa Singh R/o # 847, Sector 41-A, Chandigarh, have changed my name to Kehar Singh.

[1704-1]

I, Rakesh Kumar S/o Manhor Lal R/o House No. 401, Sector 56, Palsora, Chandigarh, have changed my name Rakesh Kumar to Rakesh Kataria.

[1705-1]

I, Urmila W/o Kulwant Singh Resident of house No. 1877/1, near Saini Gurdwara Burail, Sector 45-B, Chandigarh, have changed my name to Urmila Rani.

[1706-1]

I, Ashok Kumar S/o Ram Parsahd Saini, House No. 3369, Sector 35-D, Chandigarh, have changed my name from Ashok Kumar to Ashok Kumar Saini.

[1707-1]

I, Kumari Shilpa Devi D/o Phool Chand Yadav, R/o # 4580-B, Sector 46, Sector 47 Post Office, Chandigarh, have changed my name from Kumari Shilpa Devi to Sarita Yadav. Concerned note.

[1708-1]

I, Anju W/o Sunil Sharma R/o House No. 1649, 1st floor Sector 34-D, Chandgiarh, have changed my name from Anju to Anju Sharma.

[1709-1]

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I, Neha W/o Ajay Kumar R/o # 4960/3, Govt. Sen. Sec. School, Sector 38 West, Chandigarh, PO: Sector 14, distt. Chandigarh, Chandigarh(160014), I have changed my name from Neha to Shakuntla.

[1710-1]

I, Babita W/o Rajesh Kumar Pundir R/o H. No. 3301, Chadigarh, Police Co Operative Housing Society, sector 51-D, Chandigarh, changed my name to Babita Pundir.

[1711-1]

I, Deepak Kumar S/o Bishu Saw, House No. 877, Sector 45, Chandigarh, have changed my minor daughter name from Mahi Kumari to Mahi.

[1712-1]

I, Harshmani S/o Hansram Bhatt R/o # 32, Milk Colony Dhanas, Chandigarh, have changed my minor daughter name from Kumari Radika to Radhika.

[1713-1]

I, Anil Gupta S/o Chhote Lal, House No. 1750, Mauli Jagran Chandigarh, have changed my minor son name from Kartick to Kartik Gupta.

[1714-1]

I, Sunil Sharma R/o House No. 1649, 1st floor Sector 34-D, Chandgiarh, have changed my minor son name from Rishabh to Rishabh Sharma.

[1715-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/ public notices will remain solely, responsible for the legal consequences and also for any other misrepresentation etc. "

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